

**REQUEST FOR PROPOSALS**

**CITY OF OVILLA, TEXAS**



**REQUEST FOR PROPOSALS**

**SOLID WASTE COLLECTION & DISPOSAL**

**RECYCLABLE MATERIALS COLLECTIONS & PROCESSING**

**HOUSEHOLD HAZARDOUS WASTE DAY**

**July 2018**

REQUEST FOR PROPOSALS

# NOTICE TO VENDORS



The **CITY OF OVILLA**, Dallas and Ellis Counties, Texas will receive sealed proposals in the office of the City Secretary for the City of Ovilla, 105 S. Cockrell Hill Rd Ovilla, Texas until **Friday, August 10, 2018, 2:00 p.m.** in addition, at 2:15 p.m. that day each bid will be opened for the following:

**SOLID WASTE COLLECTION AND DISPOSAL OF RESIDENTIAL, COMMERCIAL AND RECYCLABLE MATERIALS COLLECTION & PROCESSING**

**MARK ENVELOPE: "SOLID WASTE COLLECTION/DISPOSAL & RECYCLING"**

A PRE-BID CONFERENCE WILL BE CONDUCTED ON **Friday, July 27, 2018, 1:00 P.M.** IN THE COUNCIL CHAMBER ROOM, OVILLA CITY HALL, 105 S. COCKRELL HILL RD., OVILLA, TEXAS. ONLY THE SERVICES LISTED IN THIS INVITATION TO BID AND INCLUDED IN ADDENDUMS WILL BE CONSIDERED.

This request to be proposed is for solid waste collection and disposal, recyclable materials collection and processing, and six alternates. It is the intent of the proposal to determine the lowest possible cost without regard to administrative fees and/or billing fees. All administrative and/or billing fees will be determined by the City and added to the prices provided by Contractor. The City, for purposes of determining best value for the City, has opened up this request for proposals to the Contractor with the opportunity to bid solid waste services in several ways: the Base Bid; Alternate 1 using CNG Trucks, Alternate 2, Household Hazardous Waste, (including tires); Alternate 3 E-Waste and; Alternate 4, Shredding, Alternate 5 Compost, and Alternate 6 Extra bulky waste pick up.

The selected Contractor will be awarded the Contract through an ordinance of the City approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law. The defined terms appearing in the General Specifications apply to all Contract Documents. Bids must be made upon forms furnished. Five (5) copies of Bids must be delivered on or before until **Friday, August 10, 2018, 2:00 P.M.** The envelope containing the Bid must be sealed and plainly marked "SOLID WASTE COLLECTION/DISPOSAL & RECYCLING."

Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions.

All questions related to this Bid information and specifications should be directed to John R. Dean, Jr., City Manager, at 972-617-7262.

The City Council of the City of Ovilla, Texas reserves the right to accept or reject any bids, any part thereof, or any combination of bids and to waive any or all formalities in any Bid, and to make an award in any manner, consistent with law, deemed in the best interests of the City.

Conflicts of interest in purchasing are controlled by Section 171 of the Local Government Code.

"The City of Ovilla is an equal opportunity agency. All Contractors, subcontractors, vendors, suppliers, and providers of services, activities, and programs for the City must adhere to the Federal regulations of Section 504 of the Rehabilitation Act and the American with Disabilities Act (ADA)."

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### CALENDAR OF EVENTS

#### SOLID WASTE COLLECTION REQUEST FOR PROPOSAL PROCESS

Thursday, July 12, 2018	1 <sup>st</sup> Public Notice accepting bids and date they will be publicly opened.
Thursday, July 12, 2018	Deliver Request for Proposals to Vendors and post on the Website
Thursday, July 19, 2018	2 <sup>nd</sup> Public Notice
Friday, July 27, 2018	Pre Bid Conference will be held at 1:00 p.m. at 105 S. Cockrell Hill Rd, Council Chambers, to discuss bid and requirements.
Friday, August 10, 2018	Sealed Proposals due from Vendors at 2:00 p.m. Publicly open sealed bids at 2:15 p.m. in Council Chamber Room.
August 13-16, 2018	Complete analysis of RFP's received. Bids are tabulated.
Monday, August 20, 2018	Update Council to discuss apparent low bid and receive recommendation.
August 21 – 31, 2018	Negotiate contract with selected vendor for Council consideration.
Monday, September 10, 2018	City Council consideration of award of contract with selected vendor.
September 2018	Begin aggressive communication with citizens regarding changes in garbage collection (i.e. new collection days, change in service etc.).
<b>December 1, 2018</b>	<b>New contract begins.</b>

# REQUEST FOR PROPOSALS

## SECTION I: INSTRUCTIONS TO CONTRACTORS

### 1. BACKGROUND

The City of Ovilla "City" seeks proposals from qualified firms interested in providing municipal solid waste services to include refuse collection, disposal and recycling. Services shall be provided at various City locations according to Ovilla performance standards. Additional options are included for one household hazardous waste and E-Waste pick-up day annually, document shredding, composting vegetative waste and extra residential bulky waste pick up.

Selection shall be made based on the proposal(s) deemed as most advantageous to the City, as determined by the City based on evaluation of proposal requirements. This solicitation process is governed by law and rules pertaining to "discretionary contracts: to preserve public health, safety, and welfare. It is not a statutory competitive bid solicitation. The City reserves the right not to award the contract, or to amend or negotiate terms of the contract after reviewing proposals that have been submitted at any time while proposals are pending. Contractors interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

### 2. SCOPE OF WORK

#### A. Residential Service

Solid Waste services provided by the Contractor shall be equivalent to service levels currently provided. Note: In addition to the Base Bid, the Contractor may propose other optional services or enhancements to the scope of services. Cost of all services and disposal are the responsibility of the Contractor and are to be included in the Contractor's price. The Contractor shall provide, in a good and competent manner, the services called for and described herein which shall consist of all supervision, equipment, labor, materials, and all other items necessary to provide the City with complete refuse collection, removal and disposal. The City currently has approximately 1500 residential customer accounts billed and collected by the City, and approximately 15 commercial accounts billed and collected by the Contractor. The residential waste is currently collected once a week including 4 ft. lengths brush pick up, and twice a month bulky item and brush pick up. The commercial waste is collected as required by the customer.

The following information is provided to answer questions about the City of Ovilla's existing solid waste contract:

- Attachment A: Current Performance Standards – Section II

The work under the contract does not include the collection and disposal of any increased volume resulting from a flood, tornado or other act of God over which the City or Contractor has no control. In the event of such a flood, tornado or other act of God, the Contractor and the City will negotiate the payment to be made to the Contractor. Further if the City and the Contractor reach such agreement, then the City shall grant the Contractor variance in routes and schedules as deemed necessary by the Contractor.

#### B. City Service

The City seeks to include in the proposal, services to the City. The Contractor shall provide these services to the City at no charge.

- Suitable containers at the City's choice: 8-yard dumpster at City Hall with weekly pick up service and a 30 or 40-yard dumpster at City Hall to be emptied up to 16 times per year, both at no charge.
- Contractor shall provide services for the annual Citywide clean-up campaign and Heritage Day including (8) 40-yard open top containers for deposit of trees and any refuse and (3) rear loaded packer-type disposal trucks to be used to haul refuse up on cleanup day. This will be at no charge to the City. The site and time will be at the City's choice.

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## **C. Collection Procedures and Schedules.** Refer to Attachment A: Current Performance Standards

The Contractor shall perform collection service no earlier than 7:00 a.m. on the scheduled collection day.

## **D. Texas, Governmental Fees and Charges and Compliance.**

The Contractor shall agree to pay all applicable Local, State and Federal taxes, as well as applicable tonnage charges and regulatory fees during the life of this contract.

The Contractor shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety.

## **E. Recycling Service**

The recycling shall be collected every other week. **The Contractor price for recycling shall be included as a separate line item in the proposed base bid.**

## **F. Recycling Processing Site.**

All recyclable materials for the recycling program shall be recycled and not disposed in a landfill. Contractor's failure to abide by obligations of the Recycling Program by disposing of recyclable at a landfill or co-mingling with solid waste collections shall constitute a material breach of contract. In such case, the City may at its discretion terminate this contract, there being no cure for lost recycling opportunities. The Contractor shall notify the City of the recycling location where recyclables will be unloaded and processed. The City reserves the right to approve Contractors recycling site.

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to identify the buyers of the recyclables upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill. To the fullest extent possible, recycling materials should be protected against contaminants that require disposal at the landfill. The Contractor shall be totally responsible for the processing and marketing of all Recyclable materials collected pursuant to the Contract.

**MATERIALS:** The following materials shall be included in the recycling program:

- Newsprint
- Magazines
- Aluminum Beverage Cans
- Steel/Tin Cans
- Glass - Clear, Brown and Green
- HDPE & PET Plastic Bottles #1, #2
- Household Paper Products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

## **G. Household Hazardous Waste (as defined by OSHA) Collection Day:**

Contractor's employees shall have completed HAZWOPER training as certified under Osha.

1. Collections of:
  - a. Paint products, chemicals,
  - b. Rubber, Tires, motor oils
  - c. Automotive and household batteries
  - d. Metal products

## **H. E-Waste**

1. Collections of:

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- a. Computer equipment, technical equipment, phones, radios, CD players, VCR players, televisions, Plasma LCD, Printers, Scanners, Copiers, etc.

### 3. PRE-BID CONFERENCE

A Pre-Bid Conference will be held in the Council Chambers at 105 S. Cockrell Hill Rd, Ovilla, TX 75154 at **1:00 p.m. on Friday, July 27, 2018**. Only the services listed in this Request for Proposals and included in addendums will be considered. Respondents are encouraged to prepare and submit their questions in writing in advance of the conference. City's response to these questions may be distributed at the conference. Attendance is optional, but strongly encouraged. Any oral responses provided by City staff at the conference shall be considered preliminary and any written responses given shall be considered an official response. Any oral responses given that are not subsequently confirmed in writing shall not be official or binding on the City. Only written responses shall be official, all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing services listed herein and respond completely. Failure to complete and provide any of the proposal requirements may result in the respondent's proposal being deemed incomplete and therefore disqualified from consideration.

### 4. PREPARATION OF THE BID

All Proposals must be prepared and signed by the Contractor in the form attached hereto. **THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR.** All blank spaces in each Form together with appropriate schedules must be fully completed in ink or typewritten.

If a unit price or a lump sum already entered by the Contractor on the Bid Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Contractor in ink.

The amount to be proposed is for a BASE BID with 6 alternates and a 6-month bid bond (\$25,000). It is the intent of the City to determine the lowest possible cost without regard to administrative billing fees. All administrative fees and/or billing fees will be determined by the City and added to the bid provided by Contractor. One rate will be then established for the Customer, which includes the and Administrative Fees and/or Billing Fees.

Five (5) copies of the Bid, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Contractor, his address, and plainly marked "Solid Waste Collection/Disposal and Recycling". If forwarding by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid. The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids.

Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof. **Any Bid received after the time and date specified above shall not be considered.**

### 5. EVIDENCE OF INSURANCE

The Contractor will indemnify, save and hold harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees arising out of a willful or negligent act or omission of the Contractor in the performance of the Contract. The City will not be responsible for the negligence of Contractor, or any of its agents, servants, representatives, employees, or subcontractors.

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, servants, representatives, employees, or subcontractors. The cost

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of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

**Minimum Limits of Insurance:**

Type Coverage	Per Occurrence Minimum	Aggregate minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability minimum	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury \$1,000,000 \$1,000,000	\$1,000,000	\$2,000,000
Comprehensive Auto Liability- Property Damage	\$500,000	\$1,000,000

**6. FAILURE TO ENTER INTO THE CONTRACT**

The Contract shall be deemed as having been awarded when formal notice of award is deposited in the U.S. Mail by the City to the Contractor via certified mail, return receipt requested.

The Contractor to whom the Contract is awarded will be required to execute two (2) copies of the Contract and furnish the required insurance certificates. In case of the Contractor's refusal or failure to do so within twenty (20) days after receipt of formal notice of award, the Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's bid may be declared forfeited to the City, and the award may then be made to the next best qualified Contractor or the work re-advertised for Bids as the City may elect.

**7. CONDITIONS**

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications.

It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to become familiar with existing conditions, shall in no way relieve the Contractor of any obligations with respect to its Bid or to the Contract.

Except with respect to events or conditions, which are not discoverable, the Contractor shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions, he may encounter or create, without extra cost to the City.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

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## 8. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the City in writing, via facsimile and/or regular mail, and if explanations are necessary, a reply shall be made in the form of an Addendum, via facsimile and regular mail. A copy of this Addendum will be forwarded to each Contractor. Every request for such explanation shall be in writing addressed to Pamela Woodall. Any verbal statements regarding same by any person, previous to the award, shall be non-authoritative and not binding.

Addenda issued to prospective Contractors prior to date of receipt of Bids shall become a part of the Contract Documents, and all Bids shall include the work described in the Addendum.

Any and all interpretations and/or supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Contractors (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Bids.

## 9. NAME, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

The Bid must be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether corporation, partnership, or individual, shall also be stated in the Bid. A corporation shall execute the Bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the State in which it is incorporated. A partnership Contractor shall give full names and addresses of all partners. Partnerships and individual Contractors will be required to state in the bid the names of all persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be provided with each Contractor's signature.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Bid.

## 10. COMPETENCY OF CONTRACTOR

The opening and reading of the Bid shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor.

## 11. QUALIFICATIONS OF CONTRACTOR

In the event that the City shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether it is a qualified, responsible Contractor, the Contractor may be required to furnish any or all information as requested.

## 12. DISQUALIFICATION OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of its Bid:

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements, or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship.
- (d) Default on a previous City contract for failure to perform.



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### 13. BASIS OF THE RFP

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Bids will be compared on the basis of the summation of the rates proposed.

### 14. QUANTITIES

The current quantities for the number of residential, commercial, and industrial units are strictly estimates. It is the responsibility of the Contractor to survey the City for use in preparing the bid. The Contractor may wish to utilize its own or other estimates and to provide for growth or shrinkage factors.

### 15. METHOD OF AWARD

The City reserves the right to accept any Bid or to reject any or all Bids, and to waive defects or irregularities in any Bid. In particular, any alteration, erasure or interlineations of the Contract Documents or of the Bid shall render the accompanying bid non-conforming and subject to (but not requiring) rejection by the City. The City intends the Contract be awarded within ninety-days (90) following the date Bids are publicly opened and read. The award of the Contract, if at all, will be based on the City's sole determination of the service and contractor which will provide the best value to the City.

### 16. DISPOSAL SITE

Once selected, the Contractor is responsible for the legal disposal of non-recyclable waste at a state approved facility. The Contractor shall pay all state fees imposed by the Texas Health and Safety Code related to disposals.

### 17. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that if the City calls to the attention of the Contractor any violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

### 18. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

### 19. CURBSIDE RECYCLING CONTAINERS

The Contractor will provide to each Residential Unit a closed 95 gal container for Recyclable Materials. Such container shall be a standard recycling bin marked with distinguished characteristics. Each container shall be of a type that is accepted by other municipalities with recycling experience.

### 20. REMUNERATION

Contractor shall quote a rate for service per household per month. The City shall bill the Residential Units, and shall pay the Contractor based on the set rate received on a monthly basis. Contractor shall be entitled to payment for all services rendered.

Contractor shall quote rates for commercial service in compliance with the rates set forth in the contract. Contractor shall bill commercial customers directly.

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Base rate adjustments will be considered by the City no more than once per year, during the month of May, throughout the life of the contract. Contractor must receive approval from the City Council, after public hearing, in order to increase the base rates, which approval shall not be unreasonably withheld. Such increase must reflect the change, if any that has occurred in the said CPI-U since the base year 2018.

Contractor may petition the City Council from time to time for adjustments to reimburse the Contractor for the reasonable costs to Contractor of any capital and/or operating expenditures including taxes, fees, and surcharges required or imposed solely by federal or state law, regulation, rule, permit, or permit condition, that was not imposed because of the action or inaction of the Contractor. The City Council has the right to accept or reject any such petitions.

### 21 EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. The selection committee may select all or some or none of the Respondents for interviews. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria, or other criteria to be determined by the selection committee. The City may request additional information from the respondents at any time prior to the final approval of a selected respondent. The City reserves the right to select one, or more, or none of the respondents to provide services. Final approval of a selected respondent is subject to the action of the City of Ovilla City Council. The criteria to be evaluated may include the following items listed below.

- A. Experience, Background, Qualifications (25%)
- B. Proposed Plan for Service delivery (20%)
- C. Evaluation of Proposed Pricing Schedule (50%)
- D. Location of the Business (5%)

The respondent selected to provide service may be required to submit their final proposal to the Council at the City Council meeting.

### 22. TERM

The term of this contract shall be five (5) years, with two (2) one-year renewal options pending agreement of both parties. Should either the City or Contractor elect not to renew and extend the contract for an additional five year period, notice must be given to the other party in writing not less than 180 days prior to the expiration of the Contract.

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## **SECTION II: WASTE SERVICES CONTRACT GENERAL SPECIFICATIONS & PERFORMANCE STANDARDS**

### **1.00. DEFINITIONS**

- 1.01** Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.
- 1.02** Bin (Commercial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units.
- 1.03** Bin (Residential Recycling): See Recycling Container.
- 1.04** Brush: Plants or grass clippings, leaves or tree trimmings.
- 1.05** Bulky Waste: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, and weights more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.
- 1.06** Bundle: Trees, shrub, and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four-ft. in length or 50 lbs. in weight.
- 1.07** City: The City of Ovilla, Texas
- 1.08** CNG: Compressed Natural Gas
- 1.09** Commercial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial Unit.
- 1.10** Commercial Unit: All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City, not a Residential Unit.
- 1.11** Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.
- 1.12** Compost: Composting is the transformation of organic material (plant matter) through decomposition into a soil-like material called compost. Invertebrates (insects and earthworms), and microorganisms (bacteria and fungi) help in transforming the material into compost. Composting is a natural form of recycling, which continually occurs in nature.
- 1.13** Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations
- 1.14** Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 50 lbs.
- 1.15** Contract Documents: The Request for Proposals, Instruction to Contractors, Contractor's Bid, General Specifications, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.

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- 1.16** Contractor: Such person, corporation, or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.
- 1.17** Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.
- 1.18** Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.
- 1.19** Dead animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.
- 1.20** Disposal site: A refuse depository, including but not limited to sanitary landfill, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive for processing or final disposal of refuse.
- 1.21** E-Waste: consumer and business electronic equipment that is near or at the end of its useful life.
- 1.22** Garbage: Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter/ that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.23** Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated there under or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this contract, the term hazardous waste shall also include motor oil, gasoline, paint, paint cans, tires, pesticides & fertilizers and metal goods.
- 1.24** Landfill (Sanitary): A Texas Class I landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the Municipal Solid Waste Company,
- 1.25** Polycart Container: A 95-gal closed lid container designed for the purpose of curbside collection of residential garbage.
- 1.26** Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- 1.27** Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers, aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.
- 1.28** Recycling Container: A 95-gal closed lid container designed for the purpose of curbside collection of recycling commodities.

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- 1.29** Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 1.30** Residential Garbage: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 1.31** Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.32** Rubbish: Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials not included in the definition of Bulky Waste, Construction Debris, Garbage, Hazardous Waste, or Stable Matter.
- 1.33** Solid Waste: All non-hazardous as defined by CERCLA (Comprehensive Environmental Response, Compensation and Liability Act) and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.
- 1.34** Shredding Collection and Processing: Secure document destruction.
- 1.35** Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.36** Unusual accumulated: (a) For residences, each regular collection more-than ten (10) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business and (c) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

### **2.00** TYPES OF COLLECTION

- 2.01** Residential Collection: At the premises of residential accounts held by the City and served by the Contractor, collection shall occur as follows:
- A minimum of once weekly solid waste collection; and
  - Every other week bulky items and brush collection; and
  - Every other week recycling collection

Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers if selected. The City has the right to reject and request modification of routes, and updates on routes of Contractor.

- 2.02** Commercial Accounts: Contractor shall collect and remove solid waste from the premises of commercial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or container as so designated by customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening.

## REQUEST FOR PROPOSALS

- 2.03** Brush/Bulk Waste Collection: In addition, the Contractor shall provide a special collection service for unbundled brush/bulky wastes every other week to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush and Bulky Waste.
- 2.04** Residential Recycling Collection: In addition, the Contractor shall provide a special collection service for Recycled wastes every other week to all residential customers, unless otherwise specified. Contractor agrees to collect such recyclable materials in SECTION 1, "F" titled "MATERIALS".
- 2.05** Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations, as provided in the then current City Ordinances.
- 2.06** Shredding Collection & Processing: Contractor shall provide secure document destruction to City and residential customers on annual cleanup day.

### **3.00. COLLECTION OPERATION**

- 3.01** Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 8:00 o'clock P.M. No collection shall be made on Sunday. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor. The contractor shall provide a contact number for residents to contact the contractor during the hours of operation.
- 3.02** Hours of Disposal: Contractor shall dispose of waste within the operating hours of the disposal site.
- 3.03** Locations for Collection: Each container, bag and bundle must be placed at curbside or alley for collection. See Curbside definition. When construction work is being performed in the right-of-way, containers, bag and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container, bag or bundle not so placed or any residential refuse not in a bag.
- 3.04** Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. Routes shall be determined based on the best interests of the City so that no harm is caused to children, school crossing areas, and other areas where frequent citizen congregation occurs during peak times. The Contractor may from time to time propose changes to the route or days of collection affecting residential units. Upon City approval of the proposed change, the City shall give written or published notice to the affected Residential Units.
- 3.05** Holidays: The following shall be holidays for purposes of this Contract:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet its contractual obligations. **NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be determined in conjunction with the City to best accommodate the needs of the citizens. The City shall be informed of all make up days at least two weeks prior to the holiday.** The City shall give written or published notice to the affected Residential Units.

## REQUEST FOR PROPOSALS

- 3.06** Complaints: All complaints shall be referred directly to the Contractor by the city and shall be given prompt and courteous attention. At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and provide the City, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pick-ups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m.
- 3.07** Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor, which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak fluids or scatter any waste within the limits of the City or while in route to the disposal site.
- Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.
- All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program shall be used. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.
- 3.08** Office: The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.
- 3.09** Point of Contact: All dealings, contacts, etc. between the Contractor and the City shall be directed by the Contractor to the District Manager and by the City to the City Manager or his designee.
- 3.10** Lease Container: The Contractor may lease containers for waste storage to the owner or occupant of the Contractors commercial customers. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rate approved by the City of Ovilla. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number in letters not less than two inches (2") in height. Such containers shall be maintained in the City approved single color or color scheme.
- 3.11** Disposal: The Contractor shall deliver solid waste collected to the designated landfills. All laws, rules, and regulations governing disposal practices at the Disposal Site shall be strictly observed by the Contractor.
- 3.12** Non-Routine Collection: The Contractor will be required to provide annual Christmas tree collection for recycling purposes two (2) times during a one-week period and deliver trees to a recycling center. Once the Contractor has fulfilled this obligation, all Christmas trees will be considered brush.
- 3.13** Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or

## REQUEST FOR PROPOSALS

tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

### 3.14

**Hazardous Waste:** Contractor shall not be obligated to pick up hazardous waste (except on annual designated day), including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

### 3.15

**Protection From Scattering:** Each vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractors vehicle for any reason, it shall be picked up immediately. The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor.

Commercial refuse spillage or excess refuse shall be picked up by the Contractor after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.

### 3.16

**Cul-de-sacs:** Contractor shall provide an alternative solution to collection on the non-concrete cul-de-sacs within the city. This method shall preserve the condition and integrity of the cul-de-sacs.

## 4.00 LICENSE AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and the State.

## 5.00 INDEMNITY

The Contractor will indemnify, save and hold harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Contractor in the performance of the Contract. The City will not be responsible for the negligence of Contractor, or any of its agents, servants, representatives, employees, or subcontractors.

## 6.00 TERM

The term of this contract shall be five (5) years, with one (2) one-year renewal options pending agreement of both parties. Should either the City or Contractor elect not to renew and extend the contract for an additional five year period, notice must be given to the other party in writing not less than 180 days prior to the expiration of the Contract.

## 7.00 INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, servants, representatives, employees, or subcontractors. The cost



## REQUEST FOR PROPOSALS

of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

### **Minimum Limits of Insurance:**

Type Coverage	Per Occurrence minimum	Aggregate minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability minimum	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury \$1,000,000 \$1,000,000	\$1,000,000	\$2,000,000
Comprehensive Auto Liability- Property Damage	\$500,000	\$1,000,000

### **8.00 BOND**

#### **8.01 Performance Bond**

The Contractor will be required to provide a 6-month Bid Bond in the amount of \$25,000.

The Contractor shall procure and furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to \$250,000 for a term of five (5) years.

Premium for the performance bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

#### **8.02 POWER OF ATTORNEY**

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### **8.03 SOLE REMEDY**

The City's remedy for breach of contract under this Contract or failure to perform shall be to make demand and collect under the terms of the Performance Bond, in addition to any and all other available legal remedies.

### **9.00 TRANSFERABILITY OF AGREEMENT**

Other than by operation of law, no assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld as long as the assignee meets the same

## REQUEST FOR PROPOSALS

financial stability, safety record, and customer service record as required in the Request for Bid dated July 2018. In the assignment, the assignee shall assume the liability of the Contractor.

### **10.00 OWNERSHIP**

Title to Refuse and Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs.

### **11.0 COMMERCIAL BILLING**

The Contractor will provide billing to and collection from all commercial accounts. The Contractor agrees to pay to City a franchise fee, as established by the City, on or before the last day of each month. This fee will compute to 5% of the gross receipts collected by the CONTRACTOR from commercial solid waste accounts for services rendered under the provisions of contract with City, said fees to be paid monthly. Such fee will be based on the gross amount billed for all services rendered during the preceding month excluding any sales taxes.

### **12.0. REMUNERATION**

#### **12.01 Collection and Disposal Rates: the collection and disposal rates shall be as follows:**

1. For collection of refuse service required to be performed, the charges shall not exceed the rates as fixed by the contract documents, as adjusted in accordance with section 12.0.
2. For special collections provided by the Contractor, the charges are to be negotiated between the Contractor and the City prior to collection.
3. The refuse collection charges shall include all disposal cost.

#### **12.02 Modification to Rates: The fees which may be charged by the Contractors for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations shall be as follows.**

1. As reflected by fluctuations in the Consumer Price Index for Urban Wage Earners (CPI-U) Clerical Workers (all items) and the Expenditure Category "Gasoline" both as published by the U.S. Department of Labor, Bureau of Labor Statistics. The fees shall be increased or decreased for the ensuing twelve-month period in a percentage amount equal to the net percentage change of the All Items Index plus the net percentage change of the Gasoline Index. All percentage changes are to be computed as the difference between the index value for the first full month prior to the commencement of the Contract and the index value of the Rate Modification Date divided by the index value for the first full month prior to the commencement of the Contract.
2. As reflected by change in the Contractor's disposal rate at the landfill. The change in rate will be effective as of the date of change of the disposal charge at the landfill.
3. As reflected by unusual changes in the Contractors cost of operations such as revised laws, ordinances, or regulations; changes in location of disposal sites, an increase number of Residential Units, such as City growth or annexation; and for other reasons.
4. As of the month of May for the first year of the Contract and every 12 months thereafter (the Rate Modification Date).
5. A thirty-day (30) notice of any and all rate changes shall be given to the City by the Contractor.

## REQUEST FOR PROPOSALS

6. The City Council shall vote on approval of any and all rate increases, and such approval shall not be unreasonably withheld.

- 12.03** Billing Responsibility; Payments: The City shall be responsible for billing residential and hand collected commercial accounts and collecting payment from customers. The City agrees to remit to the Contractor the contracted amount for each residential unit and hand collected commercial unit in an amount based on the attached rate schedule. The total billing fee will be based upon what is billed by the City, not what is actually collected.
- 12.04** Delinquent and Closed Accounts: The Contractor shall discontinue refuse collections service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Refuse Collection on the next regular scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits damages, liabilities or expense (including but not limited to expenses of investigation an attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City. The Contractor shall have the right to discontinue refuse collection service at any Commercial Unit delinquent in its payments.
- 12.05** Contractors Billings to City: The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the (30) day following the end of the month. Such billing and payment shall be based on the price rates and schedules set forth in the contract document. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from its customers for such service.
- 12.06** Contractor shall quote a rate for service per household per month. The City shall bill the Residential Units, and shall pay the Contractor based on the revenues received on a monthly basis. Contractor shall be entitled to payment for all services rendered.
- 12.07** Contractor shall quote rates for commercial services in compliance with the rates set forth in the contract. Contractor shall bill commercial customers directly.
- 12.08** Base rate adjustments and any capital and/or operating expenditures including taxes, fees, and surcharges required or imposed solely by federal or state law, regulations, rule, permit or permit condition that was not imposed because of the action or inaction of the Contractor will be considered by the City no more than once per year, during the month of May, throughout the life of the contract. Contractor must receive approval from the City Council, after public hearing, in order to increase the base rates, which approval shall not be unreasonably withheld. The City reserves the right to accept or reject any such petitions

### **13.00** BOOKS AND RECORDS

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

### **14.00** TERMINATION FOR CAUSE

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty-day (30) period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

**REQUEST FOR PROPOSALS**

Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City’s claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

**15.00 NOTICES**

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: 105 S. Cockrell Hill Rd.  
Ovilla, Texas 75154  
ATTN: City Secretary

If to the Contractor at: \_\_\_\_\_  
\_\_\_\_\_

ATTN: \_\_\_\_\_  
(TITLE)

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

**16.00 FORCE MAJEURE**

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of Contractor.

**17.00 SEVERABILITY**

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

**18.00 GOVERNING LAW AND VENUE**

This contract shall be construed and enforced in conformance with the laws of the State of Texas. Venue for any actions arising from or related to this contract shall be Ellis County, Texas.

**19.00 COMPLIANCE WITH LAWS**

## REQUEST FOR PROPOSALS

This Contractor shall conduct operation under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject.

**20.00 Effective Date**

This contract shall be effective upon the execution of the contract and performance of such contract shall begin on **December 1, 2018**.

# REQUEST FOR PROPOSALS

## ATTACHMENT A PERFORMANCE STANDARDS for CITY OF OVILLA, TEXAS EFFECTIVE DECEMBER 1, 2018

- I. Residential and Commercial Hand Collection
- A. Schedule: Once Weekly.
  - B. Hours of Operation: 7:00 a.m. – 8:00 p.m.
  - C. Placement: Curbside or alley
  - D. Approved Containers:
    - 1) Reusable trash receptacles no more than 33 gallons and do not exceed 50 lbs on weight. Non re-useable containers, plastic trash bags.
    - 2) Polycart Recycling Containers, 95 gallons in capacity, maximum weight 175 pounds. All recyclables must fit inside the polycart with the lid closed; nothing outside the polycart will be collected with the regularly scheduled every other week pick up.
  - E. Spillage: Any spillage caused by Contractor will be picked up immediately. Spillage caused by others or by inadequate containers will be the producer's responsibility.
  - F. Loose brush and bulky items pick up will be made available to residents at a limit of 4 cubic yards per collection on a biweekly scheduled basis. Larger items pick up will be made available to residents at the rate negotiated between the Contractor and the customer.
- II. **Commercial Container Collection**
- A. Container Size Available: 2 cu. yd., 3 cu. yd., 4 cu. yd., 6 cu. yd., 30 cu. yd.
  - B. Schedules Available: Up to two times weekly.
  - C. Hours of Operation: 7:00 a.m. – to completion in non-residential areas.
  - D. New Service: A listing will be maintained in the yellow pages. Requests for new service will be filled within five (5) working days.
  - E. Extra Collections: If notified by 10:00 a.m. on service day, extra pick up will be performed that day. After 10:00 a.m., an attempt will be to make the pickup that day. If unable, it will be made the following service day. There is a charge for extra pick-ups and refills. Extra service called in Mon & Tues will be completed on Wednesday. Extra service called in on Thursday & Friday, will be collected on Saturday.
  - F. Container Maintenance: Containers that have been damaged will be exchanged or repaired by the contractor.
  - G. Odor and Insect Control: The customer will be responsible for odor and insect control in and around containers.
  - H. Non-Payment: Customers will be notified in writing when thirty (30) days past due. If unpaid after forty-five (45) days, customer will be notified in writing that service is being suspended until account is paid in full. A copy will be sent to the Finance Department and City Code Enforcement.
- III. **General**
- A. Office Hours: 8:00 a.m. – 5:00 p.m. Monday – Friday. The contractor shall provide a contact number for residents to contact the contractor during office hours.
  - B. Holidays: New Years, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas. Scheduled pick up services for these days may be omitted by Contractor; however, refuse collection service at residential units will be performed no less than once per week.
  - C. Annual Clean-up to be scheduled by the City for one Saturday in April. The City will also schedule an alternate date incase of inclement weather.

**REQUEST FOR PROPOSALS**  
**SECTION III:**  
**CONTRACTOR'S PROPOSAL FOR**  
**SOLID WASTE COLLECTION/DISPOSAL &**  
**RECYCLABLE MATERIALS COLLECTION & PROCESSING**

The proposed amount is for a Base Bid including options A,B & C and seven (7) alternates. It is the intent of the proposal to determine the lowest possible cost without regard to administrative fees and/or billing fees. All administrative and/or billing fees will be determined by the City and added to the provided by Contractor. The City, for purposes of determining best value, has opened up this request for proposals to the Contractor with the opportunity to bid solid waste services and recycling, plus 7 alternate options.

It is the intent of the City of Ovilla to award a solid waste collection and recycling disposal contract to Contractor for residential and commercial customers. The successful vendor must be able and willing to perform essential services and must also be able to perform any of the listed services in the alternate bid items.

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing for the City of Ovilla, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

**BASE BID & ALTERNATES (Residential and commercial): Please complete the following based on Contractors Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing**

Contractor's Experience: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor's Background: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor's Qualifications: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR'S PROPOSED PLAN FOR SERVICE DELIVERY:**

On a separate sheet labeled "Contractor's Proposed Plan for Service Delivery", please list out any additional information or plans the Contractor proposed for service delivery to the City of Ovilla, including a disposal site and pick-up plan.

REQUEST FOR PROPOSALS

PROPOSAL CONTINUED

Contractor's Proposed Pricing Schedule:

INCLUDE LANDFILL FEES IN BID AMOUNT.

PER UNIT PER MONTH

BASE BID:

- A. Residential Solid Waste Collection  
Once a Week Collection (Diesel Transportation, hauling, disposal costs) \$ \_\_\_\_\_
- B. Residential Recycling Collection  
Every other week recycling collection  
Bulky pick up once a month \$ \_\_\_\_\_
- C. Solid Waste Removal Service \$ NO CHARGE  
City facilities as listed in Exhibit A, page 27  
(This price is for the cost difference to take to compost facility  
& return with 45 cubic yards of compost.)

TOTAL RESIDENTIAL BASE BID: \$ \_\_\_\_\_

ALTERNATE 1:

- A. CNG Trucks (refuse only) \$ \_\_\_\_\_

ALTERNATE 2:

- A: Automated Residential Solid Waste Collection (refuse only)  
Polycart Containers, 95 gallons in capacity \$ \_\_\_\_\_

ALTERNATE 3 (on annual clean-up day)

- A. Household Hazardous Waste Collection & Processing
  - a. Paint Products
  - b. Chemicals
  - c. Tires
  - d. Automotive & household batteries
 \$ \_\_\_\_\_

ALTERNATE 4: (on annual clean-up day)

- A. E-Waste Collection & Processing
  - a. Computers & technical equipment
  - b. Televisions, radios, CD players, VCR players, telephones
 \$ \_\_\_\_\_

ALTERNATE 5: (on annual clean-up day)

- A. Shredding Collection & Processing \$ \_\_\_\_\_

ALTERNATE 6: (on annual clean-up day)

- A. Compost: 180 yards collection (6 roll-offs) of vegetation with  
25% (45 yards) volume return from a compost facility.  
Note: The cost of 6 roll-offs and delivery to landfill included. \$ \_\_\_\_\_

ALTERNATE 7:

- A. Extra 4 cubic yards bulky waste pick up twice a month  
instead of once a month. \$ \_\_\_\_\_



**REQUEST FOR PROPOSALS**

**COMMERCIAL HAND COLLECT ACCOUNTS:**

(95 gallon closed lid containers)

Commercial Hand Collection - Once Per Week

\$ \_\_\_\_\_

**COMMERCIAL RATE SCHEDULE**

Size/Pick up	1xWeek	Extra
2 Cu Yd		
3 Cu Yd		
4 Cu Yd		
6 Cu Yd		
8 Cu Yd		
10 Cu Yd		

**Commercial Roll Off Accounts**

**ROLL OFF CONTAINERS:**

**(Including Disposal Costs)**

20 Cubic Yard Per Haul	\$ _____
30 Cubic Yard Per Haul	\$ _____
40 Cubic Yard Per Haul	\$ _____
Other	\$ _____
Delivery and Exchange	\$ _____
Daily Container Rental	\$ _____

**COMPACTORS:**

**(Including Disposal Costs)**

30 Cubic Yard Compactor Haul Charge	\$ _____
35 Cubic Yard Compactor Haul Charge	\$ _____
42 Cubic Yard Compactor Haul Charge	\$ _____
Other	\$ _____

**Other Services:**

**(Including Disposal Costs)**

Other	\$ _____
-------	----------

**LEASED EQUIPMENT RATES:**

On a separate sheet labeled "Leased Equipment Rates – Exhibit B", please list out all equipment that the Contractor expects to make available to Ovilla customers and the lease price for each piece.

**EMERGENCY RESPONSE SUPPLEMENTAL BULKY BRUSH COLLECTION:**

On a separate sheet labeled "Emergency Response Supplemental Bulky Brush Collection – Exhibit C", please provide to City a quote on a per ten (10) cubic yard basis for emergency or disaster response related bulky brush pick up events.

**LOCATION OF BUSINESS AND DISPOSAL SITES:**

On a separate sheet labeled "Location of Business – Exhibit D", please provide to City a detail of where your main business is located and from what location will the trucks be dispatched for collections in the City of Ovilla. Also, please detail where the Solid Waste Disposal sites and Recyclable Processing Site is located.

**REQUEST FOR PROPOSALS**

**CUL-DE-SAC PRESERVATION:**

On a separate sheet labeled “Location of Business – Exhibit E”, please provide to City a detail of how you will provide an alternative solution to collection on the non-concrete cul-de-sacs within the city. This method shall preserve the condition and integrity of the cul-de-sacs.

**THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF OVILLA, TEXAS FOR SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE MATERIALS COLLECTION & PROCESSING BY:**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ ZIP \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

# REQUEST FOR PROPOSALS

## EXHIBIT A

### Free City Services

<b>LOCATION/EVENT NAME-</b>	<b>NUMBER</b>	<b>NOTES</b>
ANNUAL CLEAN UP (ONE DAY)	8	Contractor will need to deliver roll-offs the morning of the event and empty when full and then collect after event.
	3	Contractor will need to provide rear loaded packer-type disposal truck.
CHRISTMAS TREE RECYCLING	1	Contractor will need to service roll off daily for one week.
HERITAGE DAY CELEBRATION	12	Contractor will need to deliver suitable containers one day prior to Heritage Day and collect them the first business day after Heritage Day.
CITY HALL	1 X 30 YD Open top	Up to 16 times per year
CITY HALL	1 X 6 yard Rear Load	Serviced 1 X per week

**REQUEST FOR PROPOSALS**

**EXHIBIT B**

**LEASED EQUIPMENT RATES:**

**REQUEST FOR PROPOSALS**

**EXHIBIT C**

**EMERGENCY RESPONSE SUPPLEMENTAL BULKY BRUSH COLLECTION:**

**REQUEST FOR PROPOSALS**

**EXHIBIT D**

**LOCATION OF BUSINESS AND DISPOSAL SITES:**

**REQUEST FOR PROPOSALS**

**EXHIBIT E**

**CUL-DE-SAC PRESERVATION:**